

# AL-MAJALLA AL AHKAM AL ADALIYYAH (The Ottoman Courts Manual (Hanafi))

## BOOK XI. AGENCY.

### INTRODUCTION.

#### TERMS OF THE ISLAMIC JURISPRUDENCE.

- 1449. Agency consists of one person empowering some other person to perform some act for him, whereby the latter stands in the stead of the former in regard to such act. The first person is called the principal, the person who stands in his stead is called the agent, and the act is called the authorised act.
- 1450. Messengership consists of the transmission of information by one person to some other person by means of some third person who is not privy to the matter in question. The person transmitting the information is called the messenger. The person who sends the message is called the person transmitting information. The person to whom the information is transmitted is called the recipient of the information.

### CHAPTER I. FUNDAMENTAL BASIS AND CLASSIFICATION OF AGENCY.

- 1451. The basis of appointment of a person as agent is offer and acceptance. Thus, if the principal informs the agent that he has appointed him agent for a certain matter and the latter states that he has accepted, or uses some other expression importing acceptance, a contract of agency is concluded. Similarly, if the agent remains silent, but attempts to act in the matter referred to by the principal, he is considered to have accepted the agency by implication and his acts are valid. But if the agent refuses after the offer is made, the offer is of no effect. Consequently, if the principal informs a person that he has appointed him agent for a certain matter, and such person declines, but later begins to deal with the matter, all his acts in that respect are invalid.
- 1452. Permission and ratification amount to an authority to act as agent.
- 1453. Subsequent ratification has the same effect as a previous authorisation to act as agent.

Example:- A, without authority, sells property belonging to B, and informs B thereof. B ratifies the sale, and A is considered to have performed the act as though he had previously been appointed agent by B.

- 1454. Messengership is not of the same nature as agency.

Examples:-

(1). A sends his servant to fetch him money which his banker is going to lend him. The servant is A's messenger, not his agent to borrow money.

(2). A sends B to a horse-dealer to buy a horse. B tells the horsedealer that A wishes to buy a certain horse from him. The horsedealer informs B that he has sold A the horse for so much money and asks B to inform A of this fact, and to deliver the horse to him. B does as requested and hands the horse over to A. A accepts forthwith. A sale has been concluded between A and the horsedealer. B has merely been a messenger and intermediary between the two, and not an agent.

(3). A asks the butcher to give his servant who does the marketing so many oke of meat every day. The butcher does so. The servant is his master's messenger and not his agent.

- 1455. An order is sometimes in the nature of agency and sometimes in the nature of messengership.

Example:- A servant acting on orders from his master, buys property from a merchant. The servant is his master's agent for purchase. But if the master does business with a merchant, and sends his servant to fetch and bring the property purchased, the servant in his master's messenger and not his agent.

- 1456. The basis of an authority to act as agent is sometimes absolute. That is to say, it is not dependent upon a condition, or made with reference to any particular time or subject to any limitations.

The basis of an authority to act as agent is sometimes conditional.

Example:- A informs B that he has made him his agent to sell his horse in the event of a certain merchant coming to his place, B agrees. The authority to act as agent is concluded subject to the merchant coming to such place. If he comes, the agent can sell the horse, but not otherwise.

The basis of an authority to act as agent is sometimes subject to certain time.

Example :- A informs B that he has made him his agent to sell his animals in the month of April and B accepts. B can sell the animals as agent when the month of April comes or thereafter, but not before.

The basis of an authority to act as agent is sometimes subject to a limitation.

Example:- A informs B that he has appointed him his agent to sell his watch for a thousand piastres. B's authority to act as agent is subject to the limitation that he may not sell for less than a thousand piastres.

### CHAPTER II. CONDITIONS ATTACHING TO AGENCY

- 1457. The principal must be able to perform the act which is the subject matter of the agency. Consequently, any authority to act as agent conferred by a minor of imperfect understanding, or a lunatic, is invalid. A minor of perfect understanding may not confer any power to act as agent upon any other person in such matters as bestowal of property by way of gift, or giving alms, which can only be to the disadvantage of the minor, even though his tutor authorises him to do so. A minor may, however, authorise some other person to act as agent for him for the purpose of accepting such things as gifts or alms, which can only be for his advantage even without the permission of his tutor. As regards dispositions of property which may either be to his advantage or disadvantage such as sale and purchase, the minor may authorise some other person to act as agent, if he has been authorised to engage in trade. If not, the authorisation to act as agent is dependent upon ratification by the tutor.
- 1458. The agent must be of sound mind and perfect understanding. He need not have arrived at the age of puberty. Consequently, a minor of perfect understanding, may become an agent. The rights under the contract, however, do not effect him, but his principal.
- 1459. Any person may appoint any other person his agent to perform any act which he can himself perform, or to fulfil any obligation, or to acquire any right, in respect to any transaction to which he himself is liable or entitled.

Example:- A may validly appoint B his agent for buying and selling, giving and taking on hire, giving and taking on pledge, giving and receiving for safe keeping, bestowing and receiving by way of gift, settlement, discharge, admission, instituting an action at law, claiming a right of pre-emption, partition, paying and receiving payment of debts and taking delivery of property. The subject matter of the agency, however, must be known.

### CHAPTER III. ESSENTIAL ELEMENTS OF AGENCY.

#### SECTION I. GENERAL.

- 1560. A contract concluded by an agent must be made by reference to his principal in the case of gift, loan for use, pledge, deposit for safe keeping, lending money, partnership, partnership of capital and labour, and settlement by way of denial. If the matter is not so referred to the principal, it is invalid.
- 1461. A contract concluded by an agent need not be made by reference to his principal in the case of sale and purchase, hire, and settlement by way of admission. Such contract is valid if merely concluded by the agent alone, ownership passes to the principal alone. Should the contract be made without reference to the principal, however, the

rights under the contract belong to the contracting party, that is to say, the agent. If the contract is made with reference to the principal, the rights under the contract belong to the principal. In that case, the position of the agent is similar to that of a messenger. Examples:-

(1). An agent for sale concludes the contract without reference to his principal, but merely with reference to himself, and, upon selling the property of his principal, must deliver the property sold to the purchaser. He may claim and receive the price from the purchaser. Should any person appear who is entitled to the property purchased, obtain judgement therefor, and seize the same, the purchaser may have recourse against the agent for sale, that is to say, may claim the price which he has given to him.

(2). An agent for purchase concludes a contract in this way without reference to his principal. He may take delivery of the property purchased, and, even though he has not received the price of the property purchased from his principal, he is obliged to pay it to the vendor from his own property. Should some defect of long standing appear in the property purchased the agent has the right of bringing an action to secure its return.

(3). An agent concludes a contract with reference to his principal, as where he states that he has sold or thought an agent for A. In this case, the contractual rights referred to above belong to the principal, the position of the agent being similar to that of a messenger.

- 1462. In the case of messengership, the rights under the contract belong to the person sending the messenger. The messenger is in no way concerned therewith.
- 1463. Property in the possession of an agent which he has received in his capacity as agent for sale, or purchase, or paying or receiving payment of debt, or receiving any specific property, is considered to be property deposited with him for safe keeping. If it is destroyed without fault or negligence, the loss need not be made good. Property in the possession of a messenger in virtue of his duties as messenger is also considered to be property deposited for safe keeping.
- 1464. If a debtor sends the sum of money he is owing to his creditor and it is destroyed while in the possession of the messenger before being received by the creditor, the debtor must bear the loss if the messenger is his. If the messenger is the creditor's, however, it is the creditor's property which is destroyed and the debtor is free from the debt.
- 1465. If any person appoints two persons simultaneously to be his agent, one of them alone may act as agent. One of them, however, may act alone in actions at law, or for the return of things deposited for safe keeping, or for paying a debt. But if one person has been appointed agent for any particular matter and the other has also been directly appointed agent for the same matter, either of them may act as agent.
- 1466. A person who has been appointed agent for any particular matter may not appoint any other person as agent. Nevertheless, if his principal has authorised him to do so, or to act as he thinks fit, the agent can appoint some other person as agent. The person whom the agent authorises to act as agent in this way becomes the agent of the principal, and not the agent of the agent. Thus, if the first agent is removed or dies, the second agent remains as agent.
- 1467. If upon the appointment of the agent, it has been agreed that a salary shall be paid to him, the agent is entitled to such salary upon fulfilling the terms of the agency. If no stipulation has been made for payment, and the agent is not one of those persons who work for a wage, his services are free, and he cannot demand payment.

## SECTION II. AGENCY FOR PURCHASE.

- 1468. In accordance with the terms of the last paragraph of Article 1459, the subject matter of the agency must be sufficiently well known to enable it to be carried out. Thus, the principal must state the nature of the thing to be purchased. If there are various sorts of things of that nature, it is not enough merely to state the nature of such thing, but the particular sort or price of such thing must be mentioned. If the nature of the thing to be bought is not stated, or if it is stated, and there are various sorts of that nature and the particular sort or the price thereof is not mentioned, the agency is invalid, unless the authority to act as agent is of a general nature.

Example:- A appoints B his agent to purchase a horse. The appointment is valid. A appoints B his agent to purchase cloth for making into clothes. A must state the nature thereof, that is to say, whether he wants striped cloth or cloth of any other nature. He must also state the sort of cloth he wants, such as Damascus or Indian cloth, or state the price thereof, such as so many piastres for the roll. If the nature is not stated, as where the principal merely asks for the purchase of a piece of cloth, or where, for example, he asks for the purchase of striped cloth without stating the sort or price thereof, the appointment as agent is invalid. But if the principal instructs the agent to buy a roll of cloth to be made into clothes or some striped cloth of whatever nature or sort the agent may think fit, the agency is general and the agent may purchase whatever nature or sort he chooses.

- 1469. The nature of a thing is changed with any change in the substance of such thing, or the object for which it was intended, or the manufacture thereof.

Example:- Cotton cloth and linen cloth are of different nature, since the substance from which they are made is different. The wool and skin of a sheep are of a different nature since the object for which they are used is different, the skin being used to make bags, and the wool to make thread to weave carpets, two totally different things. Sharkot felt differs from shak felt, although both are made from wool, since there is a difference in their manufacture.

- 1470. If the agent acts in contravention of his instructions as to the nature of the thing to be purchased, that is to say, if the principal tells the agent to purchase something of a certain nature, and he buys the property of some other nature, the principal is not bound thereby, however much more advantageous the thing may be which the agent has bought. That is to say, the agent is considered to have bought the property for himself and not for his principal.
- 1471. If the principal instructs the agent to purchase a ram, and he buys a sheep, the principal is not bound thereby, and the sheep belongs to the agent.
- 1472. If the principal instructs the agent to purchase a certain piece of land, and buildings are erected on such land, the agent cannot thereafter purchase such land on behalf of his principal. But if he instructs him to purchase a certain house, and such house is plastered, or another wall is added thereto, the agent may purchase such house of behalf of his principal.
- 1473. If the principal instructs the agent to purchase milk, without indicating what milk, the principal shall be understood to mean the milk which it is the custom to use in the district.
- 1474. If the principal instructs the agent to buy rice, the agent may purchase any sort of rice sold in the market.
- 1475. If any person intends to appoint some other person as agent to buy a house, he must state the district in which it is situated and the price thereof. If he does not do so, the agency is invalid.
- 1476. If any person intends to appoint some other person his agent to purchase a pearl or a red ruby, he must state the price he is prepared to pay. If he fails to do so, the agency is invalid.
- 1477. In the case of things estimated by quantity, the quantity or price of the subject matter of the agency must be stated.

Example:- A appoints B his agent to buy corn. A must state the number of Kiles, or the price thereof, by stating the amount of money to be expended on the corn. If he fails to do so, the agency is invalid.

- 1478. The subject matter of the agency need not be described.

Example:- It need not be stated whether of the best quality or of medium quality, or of the lowest quality.

The description of the subject matter of the agency must, however, correspond to the position of the principal.

Example:- A, who lets horses on hire, appoints B his agent to buy a horse. The agent may not purchase an Arab horse at twenty thousands piastres. If he does so, the principal is not bound thereby. That is to say, the horse is not bought for the principal, but becomes the property of the agent only.

- 1479. If the appointment as agent is made subject to a limitation, no act may be performed by the agent in contravention thereof. If he does so, the principal is not bound, and any property purchased belongs to the agent. But if the agent acts in contravention of his appointment in a way more advantageous to the principal, such act is not considered to amount to contravention. Examples:-

(1). A instructs his agent, B, to buy a certain house for ten thousand piastres. If B exceeds this price, A is not bound and the house becomes B's property. If B buys it for less than ten thousand piastres, it is considered to be bought for the principal.

(2). A instructs B, his agent, to buy on credit. B buys and pays cash. The property belongs to the agent. But if A instructs B to buy for ready money and the agent buys on credit, the property is considered to be bought for the principal.

- 1480. If a person buys half the thing he is appointed agent to purchase, such purchase is not binding upon the principal if such thing will be injured by being divided. If not, he is bound thereby.

Example:- A instructs B, his agent, to buy a roll of cloth. B buys half a roll. A is not bound thereby, and the cloth becomes the property of the agent. But if A tells B to buy six Kiles of corn, and B buys three kiles, the corn is presumed to have been bought for the principal.

- 1481. If the principal instructs his agent to buy him cloth to make a cloak, there is not sufficient cloth in that purchased by the agent to make the cloak, the principal is not bound thereby and the cloth belongs to the agent.
- 1482. If the price of a thing is not mentioned, the person who is appointed agent to purchase may buy such thing for the estimated value thereof, or at a price subject to minor misrepresentation. Things the price and value of which are fixed, however, such as meat and bread, may not be bought at even subject to minor misrepresentation. If the agent buys such things as a result of flagrant misrepresentation, however, the principal is in no case bound by the purchase, and the property belongs to the agent.
- 1483. Purchase outright is understood to be purchase for cash. Thus, if a person who has been appointed agent for the purchase of anything purchases such thing by exchanging other property therefor, the principal is not bound thereby, and such thing belongs to the agent.
- 1484. If a person appoints some other person his agent to purchase something which is necessary for some particular season it is considered to relate to that season.

Example:- A appoints B his agent to purchase a cloak made of goat hair in the spring season. B is considered to be appointed agent to purchase such a cloak for use in the summer season. If he buys after the season has passed or buys in the spring of next year, the principal is not bound by such purchase, and the cloak becomes the property of the agent.

- 1485. A person who is appointed agent to buy some specified thing cannot purchase such thing for himself. If when buying such thing he states that he has purchased it for himself, it nevertheless becomes the property of the principal. Nevertheless, if he buys such thing for a higher price than that fixed by the principal, or, if no price has been fixed and he buys as a result of flagrant misrepresentation, the property in that case belongs to the agent. Again, if the principal is present and the agent states that he has bought such thing for himself, the property belongs to the agent.
- 1486. If a person appoints some other person his agent to buy a horse, the horse becomes the property of his principal if at the time he made the purchase he stated that he has bought on behalf of his principal. If he states that he has bought for himself, the horse becomes his property. If he merely states that he has purchased the horse without stating, and later states that he has purchased on behalf of his principal, such statement is effective if made before the horse is destroyed or some defect appears. But if makes such statement after the horse is destroyed or after some defect appears, such statement is of no effect.
- 1487. If two persons separately appoint a person as agent to purchase a certain thing, the property belongs to the person whom the agent intended to effect the purchase.
- 1488. If an agent for purchase sells his own property to his principal such sale is invalid.
- 1489. If the agent becomes aware of a defect in the property purchased before delivering it to his principal, he may himself reject it. He may not reject it after delivery, however, without an order and authority from his principal to do so.
- 1490. If the agent buys property to be paid for at some future date, the same condition as to payment affects the principal, and the agent may not ask the principal to make payment forthwith. If the agent, however, purchases by an immediate cash payment, and the vendor thereafter adjourns the date for payment, the agent can demand payment forthwith from the principal.
- 1491. If an agent for purchase pays the price from his own property and takes delivery of property purchased, he can exercise a right of recourse against his principal, that is to say, he can recover from him the price which he has paid. If he has not already paid the price which he has paid. If he has not already paid the price of the property purchased to the vendor, he may claim the price from his principal, and may exercise a right of retention over the property until such time as the principal has paid.
- 1492. If the property purchased by an agent for purchase is accidentally destroyed or lost while in the possession of the agent, the loss must be borne by the principal, and no reduction is made in the price if the agent has exercised a right of retention over such property in order to obtain payment of the price, however, and such property is destroyed or lost, the price must be paid by the agent.
- 1493. An agent for purchase may not rescind a contract of sale without the permission of his principal.

### **SECTION III. AGENCY FOR SALE.**

- 1494. An agent who has been granted an absolute power to conclude contracts of sale may sell his principal's property at any price he thinks fit, whether great or small.
- 1495. If the principal has fixed the price, that is to say, if he has instructed the agent to sell for so much, the agent may not sell for less than such price. If he does so, the sale is concluded subject to ratification by the principal. If the agent sells it on his own initiative for a price lower than that mentioned, and delivers the property to the purchaser, the principal may call upon him to make good the loss.
- 1496. If an agent for sale purchases his principal's property for himself, such purchase is invalid.
- 1497. An agent for sale may not sell the property of his principal to persons whose evidence given on his behalf is invalid. If he sells for than the value of the property, however, the sale is valid. If the agent is appointed in virtue of a general power, the principal instructing him to sell to whomsoever he may think fit, the agent may validly sell to such persons for an estimated price.
- 1498. If an agent has been granted an absolute power of sale, he may sell his principal's property for cash or on credit for a period recognised by merchants in respect to such property. He may not, however, sell on credit for a longer period than that recognised by custom. If the agent has been appointed, either expressly or by implication, to sell for cash, he may not sell on credit.

Example :- A principal instructs his agent to sell certain property for cash or to sell certain property for cash or to sell certain property and pay a debt of his with the proceeds. The agent may not sell on credit.

- 1499. If injury is caused by the separation of a thing, the agent cannot sell half thereof.
- 1500. An agent may take a pledge or a surety in respect to the price of property which he has sold on credit. If the pledge is destroyed or the surety becomes bankrupt, the agent is not liable to make good the loss.
- 1501. If a principal instructs his agent to take a pledge or a surety in respect to property sold, the agent may not sell such property without taking a pledge or a surety.
- 1502. If an agent for sale fails to obtain the price of the property sold from the purchaser, he cannot be forced to pay the price thereof to his principal out of his own property.
- 1503. The price of the thing sold may validly be received both by the agent and the principal.
- 1504. If the agent is working without remuneration, he is not obliged to obtain payment of the price of the property sold. If he does not do so of his own accord, however, he must appoint his principal to be his agent to obtain payment of the price. But persons such as brokers and auctioneers who are appointed as agents for sale subject to remuneration, are obliged to obtain payment of the price of the thing sold.
- 1505. An agent for sale may rescind the sale on his own initiative. The rescission, however, is not executory as regards the principal, and the agent must pay the price thereof to the principal.

### **SECTION IV. INSTRUCTIONS GIVEN BY ONE PERSON TO ANOTHER.**

- 1506. If one person gives an instruction to another person to pay a sum of money owing by him to some third person, or to the State, and such person pays such sum of money from his own property, he may thereafter exercise a right of recourse against the person who gave the instruction, whether such right of recourse has been agreed upon or not. That is to say, whether he uses expressions which imply a right of recourse, as where he instructs a person to pay a sum of money owing by him and thereafter to recover such sum from him, or where he instructs him to pay and recover from him later, or whether he merely instructs him to pay a sum of money owing by him
- 1507. If one person instructs another to pay a sum of money owing by him from his own property in base coin and he pays in sound coin, base coin only can be recovered from the person who gave the instruction. If such person is instructed to pay in sound coin, but pays the debt in base coin, he can recover base coin only. If a person who has been instructed by some other person to pay a sum of money owing by him, sells his own property to the creditor and pays such person's debt therefrom, the person who pays the debt may recover the amount thereof from the person who gave the instruction, whatever that amount may be. If he sells his own property to the creditor for an amount greater than the value thereof the person who gave the instruction for the debt to be paid cannot deduct the balance from the debt.

- 1508. If any person instruct any other person to incur expenditure for himself or his relations and family, such person may recover a reasonable amount of expenses from the person who gave the instruction whether the latter has expressly authorised him to do so or not. Again, one person instructs another to have his house repaired and the latter does so. He may recover a reasonable sum from such person, even though no agreement has been made to that effect.
- 1509. If any person instructs any other person to make a loan of money, or to give him alms, stating that he will repay him later, and such person does so, He may recover such money from the person who gave the instruction. If the person giving the instruction, however, makes no stipulation as to recourse as by stating that he will give him money, or that the person paying the money may later recover it from him, but merely gives an instruction to pay, such person has no right of recourse. Nevertheless, if it is customary in such matters to have recourse against the person giving the instruction, as where the person to whom the instruction is given is a member of the family of the person giving the instruction, or is his partner, such person may exercise a right of recourse, even though no stipulation has been made therefor. ( See Article 36).
- 1510. Any instruction given by any particular person is only effective in regard to that person's property.

Example:- A instructs B to throw certain property into the sea. B does so knowing that the property in question belongs to some one else. The owner of the property can call upon B to make good the loss. The person who gave the instruction is not liable, unless he used compulsion.

- 1511. If any person instruct any other person to pay a debt owing to him, and amounting to a certain sum, from his own property and such person promises to do so, but fails to pay the sum in question, such person cannot be made to pay the debt by reason merely of having promised to do so.
- 1512. If the person to whom an instruction to pay a debt is given owes money to the person giving the instruction, or has money belonging to the latter deposited with him for safe keeping, such person is bound to pay the debt. But if the person giving the instruction orders certain of his property to be sold and the debt to be paid therefrom, the person to whom the instruction is given is not obliged to pay such debt even though he is unsalaried agent. If he is salaried agent, however, he is obliged to sell such property and pay the debt of the person who gave the instruction from the proceeds.
- 1513. If any person gives a sum of money to some other person instructing him to pay it to a creditor of his, the other creditors of the person giving the instruction have no right to claim a share therein and the person to whom the instruction has been given may only pay the money to the creditor mentioned in the instruction.
- 1514. If any person gives any other person a sum from which to pay a debt owing to some third person, and it is known that the person to whom the money belongs has died before such money has been made over to the creditor, the money is question must be paid to the estate of the person to whom the money belonged, and the creditor must have recourse against the estate.
- 1515. If any person gives a sum of money to pay to his creditor with instructions that the sum in question shall not be handed over unless an acknowledgement is endorsed on the bill or a receipt given therefor, and such person hands over the money without obtaining any acknowledgement or receipt, and the creditor later denies having received the money, and the debtor, being unable to prove payment, is obliged to pay the debt a second time, the latter may call upon the person to whom he gave the money to make good the loss.

## **SECTION V. AGENCY FOR LITIGATION.**

- 1516. Both plaintiff and defendant may authorise any person they may wish to act as their agent for litigation. Neither party need obtain the consent of the other.
- 1517. Any admission made against his client by the person authorised to act as his agent for litigation is valid if made in Court. If made out of Court, it is invalid and the agent may be dismissed.
- 1518. Any person who appoints another his agent for litigation may validly forbid him to make any admission against him, in which case an admission made by the agent against his client is invalid. ( See last paragraph of Article 1456). Again, if the agent makes an admission in Court, and is not authorised to do so, he shall be dismissed.
- 1519. An agency for litigation does not include an agency to take delivery. Consequently, if an advocate is not an agent to take delivery, he cannot act as agent to take delivery of the subject matter of the judgement.
- 1520. An agency to receive does not include an agency for litigation.

## **SECTION VI. DISMISSAL OF AGENTS.**

- 1521. The principal may dismiss his agent from his agency. He may not do so, however, if the rights of third parties are affected. Thus, a person owing a sum of money gives his property as a pledge for the debt. At the time the contract of pledge was concluded, or at some later date, he appoints a person as his agent to sell the pledge when the debt falls due. The principal may not dismiss the agent without the consent of the pledgee. Similarly, at the request of the plaintiff, a defendant appoints a person his agent for litigation. He cannot dismiss him in the absence of the plaintiff.
- 1522. The agent himself may relinquish the agency, but, as stated above, he may not do so if the rights of third persons are affected, but must perform his duties.
- 1523. Upon a principal dismissing an agent from his agency, the dismissal does not become effective until information thereof has been given to the agent, and any disposition of property made by him up to that time is valid.
- 1524. Upon the agent giving up the agency, he must inform his principal thereof, and the agent is responsible for performing his duties as agent until the principal has been so informed.
- 1525. The principal may dismiss a person appointed as agent to receive a debt during the absence of the debtor. If the principal appointed him as agent in the presence of the debtor. Thus, if the debtor pays the debt to him while unaware of his dismissal, he is free from liability for the debt.
- 1526. The agency terminates upon the completion of the duties for which the agent was appointed, and, naturally, is discharged therefrom.
- 1527. The agent is discharged upon the death of the principal. He is not discharged, however, if the rights of any third party are affected thereby. ( See Article 760.)
- 1528. Upon the death of the principal, any agent appointed by the agent is discharged from the agency. (See Article 1466.)
- 1529. Agency is not transmissible by way of inheritance. That is to say, if the agent dies, the validity of the agency expires and consequently the heir of the agent does not stand in his stead.
- 1530. If the principal or the agent are afflicted with madness, the agency is null and void.

**Promulgated by Royal Iradah, 20th Jumudi-ul-Ula, 1291.**